

3/1/99

**INSTRUCTIONS
FOR EMERGENCY ASSISTANCE
UNDER PUBLIC LAW 84-99**

A. Assurance Form and Resolution:

1. The Sponsor's authorized representative must execute the Assurance Form (Enclosure 1). The Sponsor's governing board must sign the Resolution (Enclosure 2). The Sponsor must have statutory authority to execute contracts with the United States. Generally levee districts, drainage districts, cities and counties have such authority.

a. Complete Sponsor information on pages 1 and 2.

b. Sign and complete Sponsor information where indicated.

2. Reiterate to the Sponsor that they must provide to the Corps all lands, easements, and right-of-way for the emergency work, including levee, borrow, spoil and access rights-of-way.

3. Advise the Sponsor that they are **RESPONSIBLE FOR REMOVAL OF TEMPORARY LEVEES, at no cost to the Corps**. The Sponsor can seek financial assistance for such levee removal work from other sources.

4. Express mail (ATTN: CEMVP-RE), FAX (651/290-5255), or hand-carry the signed Assurance Form and Resolution to the Emergency Management Officer.

5. Notify the Real Estate Division (651/290-5391) by telephone that the Assurance Form and Resolution have been executed and are in the mail.

6. Fully executed copies of the Assurance Form and Resolution will be forwarded to the Sponsor by the Corps.

B. Lands, Easement and Rights-of-way:

Under the terms of the Agreement, the Sponsor must provide, without cost to the Government, all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Corps to be necessary for construction, operation, and maintenance of the project.

C. Lands, Easements, Rights-of-Way Assistance

1. Acquisition of Lands, Easements, and Rights-of-Way

a. In the interest of time, the Sponsor will likely acquire Right of Entry for Construction (Enclosure 3) from record title owners and persons in apparent possession of lands upon which flood control work will be conducted or for ingress and egress to work sites.

b. The Sponsor may need to acquire levee easements, temporary construction easements, and borrow sites and spoil areas not already owned. If the Sponsor intends to turn temporary flood control structures into permanent structures, easements rather than rights of entry will be necessary. This process includes:

- (1) Ownership identification and verification;
- (2) Preparation of legal descriptions; and
- (3) A determination of fair market value.

2. Proceed as follows:

a. Any easements acquired will be between the Sponsor and the landowner. All owners with an interest in the property must sign, including spouses not named in original conveyances.

b. The acquisition of any interest in real property must comply with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970, P.L. 91-646, as amended, and the Department of Transportation Regulations found in the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted programs, 49 CFR Part 24. Among other things, P.L. 91-646 requires that the Sponsor

- (1) Must offer at least the full appraised value;
- (2) Pay all reasonable closing costs; and
- (3) Provide relocation assistance.

c. If right-of-way is donated, the Sponsor must obtain a waiver of just compensation from the landowner. Many landowners will donate right-of-way as consideration for the benefit to their property .

d. Permanent easements must be recorded in the county records and comply with local requirements.

e. Signatures of individuals must be notarized.

f. Corporate signatures, including farm corporations and partnerships, require a Resolution.

NOTE: Acquisition forms available upon request from the Real Estate Division POC.

REAL ESTATE
POINTS OF CONTACT:

LUANN HOFF
REALTY SPECIALIST
REAL ESTATE DIVISION
(651) 290-5593

KURT REPPE
REALTY SPECIALIST
REAL ESTATE DIVISION
(651) 290-5397

MARK W. NELSON
CHIEF, REAL ESTATE DIVISION
(651) 290-5390

ADDRESS: ATTN: CEMVP-RE
190 FIFTH STREET, EAST
ST. PAUL, MN 55101-1638
FAX: (651) 290-5255

**ASSURANCE FORM AND PERMISSION TO ENTER UPON LAND
EMERGENCY FLOOD CONTROL
PUBLIC LAW 99, 84TH CONGRESS**

_____ (hereinafter referred to as "Sponsor") does hereby request the Federal Government, under the authorization contained in Section 5 of the Flood Control Act approved August 18, 1941, as amended (33 U.S.C. 701n), to provide supplementary assistance in performance of protective work required to cope with predicted flood flows, including the raising, strengthening and extending of Sponsor's levees by sandbagging or other temporary means.

Sponsor does hereby agree and pledge that it will truly and faithfully perform the following conditions, to wit:

- a. Provide to the United States all lands, easements, and rights-of-way for the emergency work, including, but not limited to, levee, borrow, spoil and access rights-of-way.
- b. Hold and Save the United States free from all claims for damages attributable to the construction works except for damages due to the fault or negligence of the United States or its Contractors.
- c. If the Government provides sandbags to the Sponsor for use in flood fighting activities, the Sponsor will use these sandbags in accordance with Government standards and guidelines. The Sponsor may want to consider building backup levees where sandbag structures are used in the construction of closures, main levees, or other flood protection structures.
- d. All Work completed will be restricted from the designated floodway which both parties of this agreement will determine on the ground prior to the construction of any flood protection works.
- e. The Sponsor will be held accountable for possession, maintenance and return of all Government equipment provided for use in flood fighting activities. Government equipment damaged, destroyed or lost while in the Sponsor=s possession will be repaired or restored by the Sponsor at the Sponsor=s expense.
- f. The Sponsor has established a flood response organization and designated an Incident Commander. The Sponsor=s Incident Commander is identified on page 2 of this agreement.
- g. Operate and maintain the emergency construction works for the duration of the flood emergency.
- h. Provide common labor.
- i. Provide as required under the applicable provisions of Public Law 91-646 relocation assistance payments to those eligible because of dislocation of persons or property from their dwellings, farms or businesses due to the acquisition of rights-of-way for the emergency flood construction work.
- j. Remove after the flood emergency without cost to the U.S. Army Corps of Engineers any temporary emergency works constructed for the flood emergency.

And the said Sponsor, as part of the aforesaid consideration, does hereby release and forever discharge the United States, its officers, employees, agents and assigns, in the prosecution of the proposed emergency flood control work herein contemplated, from all claims, demands, actions

and causes of action whatsoever, which may arise by reason of, or in any manner have grown out of or alleged to have grown out of, the construction of the said flood control work as herein contemplated.

PERMISSION is hereby granted to the United States of America, its officers, employees, agents and assigns, and the Government contractors, their officers, employees, agents and assigns, to enter upon Sponsor's lands and rights-of-way to be obtained by said Sponsor, for the purpose of performing the emergency flood control work hereinabove described.

IT is hereby certified that the undersigned have the legal authority to execute the above agreement; that the assistance herein requested is beyond the capability of local authorities; and that every possible effort shall continue to be made at the local level to accomplish effective protection from the flood.

EXECUTED this _____ day of _____, 19_____.

(Name of City, County, Authority)

(Signature)

By _____
(Name)

Title _____

Sponsor=s Incident Commander _____
(Name)

(Phone #)

ACCEPTANCE OF ASSURANCES

The foregoing Assurances of the above named Sponsor are hereby accepted for and on behalf of the United States of America.

DATE: _____

Kenneth S. Kasprisin
Colonel, Corps of Engineers
District Engineer

**RESOLUTION OF THE
(BOARD OF COUNTY COMMISSIONERS)
(CITY or VILLAGE COUNCIL) OF**

(SPONSOR)

WHEREAS, Public Law 99, 88th Congress, as amended, (33 U.S. Code, Section 701n) provides a means of preparing for and combating damage by floods and flood waters; and

WHEREAS, (name of Governmental body) has exhausted all resources available to it for flood emergency preparation and flood fighting and rescue operations; and

WHEREAS, on the date of this Resolution emergency flood preparation is needed and assistance required for this purpose as well as for flood fighting and rescue operations; and

NOW, THEREFORE, BE IT RESOLVED that the U.S. Army Corps of Engineers be, and is hereby, requested to furnish assistance in flood emergency preparation and in flood fighting and rescue operations.

BE IT FURTHER RESOLVED that in consideration of such assistance the above-named Governmental body agrees to:

- a. Provide to the United States all lands, easements and rights-of-way for the emergency work, including, but not limited to, levee, borrow, spoil and access rights-of-way.
- b. Hold and Save the United States free from all claims for damages attributable to the construction works except for damages due to the fault or negligence of the United States or its Contractors.
- c. Operate and maintain the emergency construction works for the duration of the flood emergency.
- d. Provide common labor.
- e. Provide as required under the applicable provisions of Public Law 91-646 relocation assistance payments to those eligible because of dislocation of persons or property from their dwellings, farms or businesses due to the acquisition of rights-of-way for the emergency flood construction work.
- f. Remove after the flood emergency without cost to the U.S. Army Corps of Engineers any temporary emergency works constructed for the flood emergency.

BE IT FURTHER RESOLVED that the (Chairman of the County Board of _____) or (Mayor of the City of _____) be authorized to enter into agreements with the Corps of Engineers as to the means of supplementing the local flood emergency preparation and flood fighting and rescue operations.

Dated: _____ Member

_____ Member

RIGHT OF ENTRY FOR CONSTRUCTION

PROJECT _____ **Emergency Flood** **PARCEL NO.** _____

The undersigned hereinafter called the "Grantor" hereby grants to _____ hereinafter called the "Grantee" a permit or right-of-entry upon the following terms and conditions:

1. The Grantor hereby grants to the Grantee an irrevocable right to enter upon the lands hereinafter described any time within a period of _____ from the date of this instrument, in order to perform construction work of any nature.

2. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Grantee shall remain the property of the Grantee and may be removed by the Grantee at any time within a reasonable period after the expiration of this permit or right-of-entry.

3. It is understood and agreed that if the Grantee is responsible for any damage arising from the activity of the Grantee, its employees and/or contractors on said lands, in the exercise of the rights under this permit or right-of-entry, Grantee shall repair such damages, or, in lieu thereof and at the option of the Grantee, shall make an appropriate settlement with the Grantor.

The land affected by this permit or right-of-entry is located in the County of _____, State of _____, and is described as follows:

WITNESS MY HAND AND SEAL this _____ day of _____, 19 _____.

LOCAL SPONSOR

By _____

Grantor -

Grantor -

Comments:

Phone No. _____